

3.

Great Lakes has now filed this Motion to provide additional authority to uphold the choice of law provision in the insurance policy. First, the choice of law provision is valid and enforceable under Section 187(1) of the *Restatement* because the parties could have adopted an express provision consistent with the default rule under New York law. Second, the choice of law is valid and enforceable under Section 187(2) because Great Lakes designated New York attorneys as its agent for service of process; Great Lakes holds a substantial trust fund in New York, and Great Lakes has more contact with New York than it has with any other state. Additionally, the choice of law clause is valid and enforceable because New York case law on marine insurance is well developed, as contrasted with Mississippi case law, which is not.

4.

Accordingly, Great Lakes Reinsurance (UK), PLC, respectfully moves this Court for an Order declaring the choice of law provision in the insurance policy to be valid and enforceable, all as set forth in the Memorandum in Support.

RESPECTFULLY SUBMITTED, this 10th day of June, 2008.

GREAT LAKES REINSURANCE (UK), PLC

BY: BALCH & BINGHAM LLP

/s/Todd G. Crawford
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CERTIFICATE

I hereby certify that on June 10, 2008, I electronically filed the foregoing **MOTION IN LIMINE TO DECLARE CHOICE OF LAW** with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to all attorneys of record.

/s/Todd G. Crawford
Of Counsel